

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

<b>IN RE:</b>	§	
	§	<b>CHAPTER 7</b>
	§	
<b>LEGENDARY FIELD EXHIBITIONS, LLC;</b>	§	<b>CASE NO. 19-50900-CAG</b>
	§	
<b>AAF PLAYERS, LLC;</b>	§	<b>CASE NO. 19-50902-CAG</b>
	§	
<b>AAF PROPERTIES, LLC;</b>	§	<b>CASE NO. 19-50903-CAG</b>
	§	
<b>EBERSOL SPORTS MEDIA GROUP, INC.;</b>	§	<b>CASE NO. 19-50904-CAG</b>
	§	
<b>LFE 2, LLC;</b>	§	<b>CASE NO. 19-50905-CAG</b>
	§	
<b>WE ARE REALTIME, LLC</b>	§	<b>CASE NO. 19-50906-CAG</b>
	§	
<b>DEBTORS</b>		<b>(SUBSTANTIVE CONSOLIDATION OF ALL 6 CASES, INTO ONE CASE, LEGENDARY FIELD EXHIBITIONS, LLC, CASE NO. 19-50900-CAG) SUBSTANTIVELY ADMINISTERED UNDER CASE NO. 19-50900-CAG</b>

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TRUSTEE'S MOTION TO ALLOW TRUSTEE TO EXECUTE RELEASE AGREEMENT WITH  
WCF MUTUAL INSURANCE CO. (WITH 21-DAY LANGUAGE)

**THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTERESTS.**

**IF NO TIMELY RESPONSE IS FILED WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD.**

**A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.**

NOW COMES RANDOLPH N. OSHEROW, Chapter 7 Trustee ("Trustee") of the bankruptcy estate of **LEGENDARY FIELD EXHIBITIONS, LLC**, and files Trustee's Motion to Allow Trustee to Execute Release Agreement with WCF Mutual Insurance Company. The Trustee would show the Court the following:

1. 1. On 8/7/19, a voluntary petition was filed initiating this case under Chapter 11 of the Bankruptcy Code. On 4/17/19 this case was filed as Chapter 7 Bankruptcy under Chapter 7 of the Bankruptcy Code. On 4/17/19, Randolph N. Osherow was appointed Chapter 7 Trustee

A copy of the proposed Order attached as  
Exhibit "A".

and continues to act in that capacity.

2. The Trustee is filing this Motion to Request the Bankruptcy Court to Authorize the Trustee to sign the Release Agreement attached as Exhibit "B", regarding WCF Mutual Insurance Company.

3. The Trustee seeks to authority to sign the Attached Release Agreement with WCF Mutual Insurance Company, so that \$119,159.20 in return premium funds may be released to the Bankruptcy Estate. There is no discount of the amount owed to the Bankruptcy Estate; WCF Mutual Insurance Company requested this release and the Trustee knows of no claims the Bankruptcy Estate has against WCF Mutual Insurance Company, once the \$119,159.20 is paid.

9. It is the Trustee's position that the Court approving Trustee to execute the Release Agreement with WCF Mutual Insurance Company, is in the best interest of the estate. A copy of the Release Agreement, is being served in accordance with Local Rule 9014.

WHEREFORE, PREMISES CONSIDERED, Trustee prays this Court enter an Order allowing and approving Trustee's Motion to Execute Release Agreement with WCF Mutual Insurance Company, and that such order be entered after twenty-one (21) days, unless an objection is timely filed in accordance with Rule 9014.

Respectfully submitted this 13 day of November, 2019.

/s/ Randolph N. Osherow  
RANDOLPH N. OSHEROW, Chapter 7 Trustee  
Texas State Bar No. 15335500  
342 West Woodlawn, Suite 100  
San Antonio, Texas 78212  
(210) 738-3001 - Telephone  
rosherow@hotmail.com

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

<b>IN RE:</b>	§	<b>CHAPTER 7</b>
	§	
<b>LEGENDARY FIELD EXHIBITIONS, LLC;</b>	§	<b>CASE NO. 19-50900-CAG</b>
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<b>EBERSOL SPORTS MEDIA GROUP, INC.;</b>	§	<b>CASE NO. 19-50904-CAG</b>
	§	
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	§	
<b>DEBTORS</b>		<b>(SUBSTANTIVE CONSOLIDATION OF ALL 6 CASES, INTO ONE CASE, LEGENDARY FIELD EXHIBITIONS, LLC, CASE NO. 19-50900-CAG) SUBSTANTIVELY ADMINISTERED UNDER CASE NO. 19-50900-CAG</b>

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**ORDER TO ALLOW TRUSTEE TO EXECUTE RELEASE AGREEMENT WITH WCF  
MUTUAL INSURANCE COMPANY**

On the day this Order was signed, came to be considered by the United States Bankruptcy

**EXHIBIT "A"**

Judge the Trustee's Motion to Allow Trustee to Execute Release Agreement with WCF Mutual Insurance Company. The Court having considered the Motion finds that it has merit and should be granted. It is, therefore,

ORDERED, ADJUDGED, and DECREED that:

1. The Release attached to Trustee's Motion, as Exhibit "B", is approved, and the Trustee is authorized to sign the Release.
2. Notwithstanding any provision of the Federal Rules of Bankruptcy Procedure or the Local Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of Texas to the contrary, this Order shall be effective immediately upon its entry.
3. The Court shall retain jurisdiction to implement, enforce, and interpret this Order.

###

RANDOLPH N. OSHEROW  
Chapter 7 Trustee  
342 West Woodlawn, Suite 100  
San Antonio, TX 78212  
Telephone (210) 738-3001 x 212  
rosherow@hotmail.com

## RELEASE AGREEMENT

This Release Agreement ("**Release**") is made and executed between WCF Mutual Insurance Co. ("**WCF**") and Randolph N. Osherow ("**Trustee**"), in his capacity as the Chapter 7 Trustee in the Bankruptcy case known as *In re: AAF Players, LLC, Debtor*, United States Bankruptcy Court for the Western District of Texas, San Antonio Division, Case No. 19-50902-cag ("**Bankruptcy Case**") on the \_\_\_\_ day of November, 2019 ("**Effective Date**").

## RECITALS

1. WCF is and has been at all times relevant to this case a Utah chartered mutual insurance company, which provides insurance coverages, among other things, to insure Utah employers against liability for compensation based on job-related accidental injuries and occupational diseases.

2. On April 17, 2019 (the "**Petition Date**"), AAF Players, LLC and certain other affiliated entities filed voluntary petitions for relief under Chapter 7 of 11 U.S.C. §§ 101-1532 ("**Bankruptcy Code**"). AAF and the related debtors ceased business operations and terminated all employees prior to the Petition Date.

3. Randolph N. Osherow has been appointed as the Chapter 7 Trustee (the "**Trustee**") for the estate.

4. AAF (and as part of the enterprise of the related debtors) operated a professional football franchise in Salt Lake City, Utah known as the "Salt Lake Stallions." At some point prepetition, this football league, including the Salt Lake Stallions, suspended operations.

5. Upon the application of AAF to WCF WCF issued to AAF the Workers Compensation and Employers' Liability Insurance Policy, policy number 4009999 with a policy period of December 10, 2018 to December 10, 2019 (the "**Policy**").

6. Prior to WCF being served with any notice of the Petition or otherwise being aware of it, WCF sent a notice to the insurance agent dated April 26, 2019, that the Policy would be canceled effective May 8, 2019 for nonpayment of invoice number 7242325. The notice was also copied to AAF as policyholder. On May 1, 2019, again before WCF was aware of the Petition, it issued an additional invoice dated May 1, 2019 for a premium due of \$177,100.00.

7. With respect to payment of premium, Debtor failed to pay the monthly premium which was invoiced on April 1, 2019, and failed to pay any premium thereafter. As such, as of the Petition Date, subject to further adjustment, WCF held a prepetition claim for \$177,100.00 approximately.

8. WCF is a mutual insurance company under Utah law. Its policyholders are its owners. Thus, policy owners may be, if conditions are met, entitled to dividends.

9. On May 20, 2019, WCF issued a check to AAF in the sum of \$6,527.20 ("**Dividend**") for a member dividend representing 8% of AAF's paid prepetition 2018 premium.

Although the premium check was issued post-petition, it pays a dividend calculated and due to the Debtor prepetition.

10. Premium payments made under the policy are determined and billed on a prospective basis based on anticipated employees and risks to be covered from the date of payment of the premium. The policy premiums are subject to adjustment by periodic audits of the census of actual covered employees and risks during the policy period which may result either in a refund or reduction of the initial premium or an increase in the initial premium.

11. WCF filed its proof of claim, claim number 24, in the amount of \$177,000.00. The proof of claim acknowledged that it is subject to adjustment by subsequent audit and to adjustment for setoff of the policy dividend.

12. On July 18, 2019, the Court entered the *Agreed Order Granting Motion of WCF Mutual Insurance Company to Annul or, in the Alternative, Terminate the Automatic Stay Nunc Pro Tunc to the Petition Date, to Cancel Workers Compensation Insurance and to Exercise Rights of Setoff against Prepetition Dividends and Refunds* ("Stay Order"), docket 32. As a result of the Stay Order, WCF applied the dividend to the premium calculation and accounting.

13. WCF performed its post-petition audit of the policy and, based on audit factors taken into consideration as well as the application of the Dividend, determined that a refund of \$119,159.20 is due to the Debtor.

14. The Trustee has reviewed the Policy and audit and approved of the audit and acknowledges its accuracy. Furthermore, the Trustee has determined that, pursuant to the terms of the Policy and Stay Order, a recovery from WCF under Chapter 5 of the Bankruptcy Code and/or other applicable law is unlikely. In addition, it would be expensive and time consuming to pursue such claim.

15. The Trustee and WCF desire to close out the policy and acknowledge compliance with the policy provisions and bankruptcy law applicable to the policy and the claim and enter into this release.

#### RELEASE

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein as a part of this release agreement. The parties represent that the Recitals are true and correct.

2. **Payment.** WCF will submit its check to the Trustee payable to AAF Players, LLC in the sum of \$119,159.20 ("**Refund**") within 10 days after the Bankruptcy Court order approving this settlement becomes final and is not subject to a motion for reconsideration or an appeal..

3. **Release by Estate.** Trustee acknowledges that the audit, refund and all other obligations of WCF under the policy have been fully and properly completed and, that with the payment of the Refund, all obligations of the Policy to the Debtor and to the estate have been fully fulfilled and otherwise complied with, including, but not limited to, payment of the Dividend.

Ex B2

4. **Release.** For and in consideration of the execution of this Release and the payments and other performances under this agreement and acceptance of the obligations of this Agreement by WCF, Trustee, on behalf of himself and the bankruptcy estate releases and forever acquits WCF and its past, present and future officers, directors, parents, subsidiaries, shareholders, affiliates, partners, attorneys, agents, members, former employees, brokers, and all other persons or entities for whose conduct WCF may be liable of and from any and all liability, rights, claims, commissions, or other compensation, demands, obligations, damages, losses, injuries, costs, expenses, claims under the Policy, attorney's fees, all actions, causes of action, controversies of any nature or kind or description whatsoever arising out of, related to or based upon WCF's dealings with Debtor and any of Debtor's related companies, affiliates, co-debtors or brokers. For avoidance of doubt, this release includes, but is not limited to, all claims, liabilities or other rights that could be asserted by the Trustee, the Trustee's successor, or any other party in the Bankruptcy Case under subchapter 5 of title 11, United States Code, including but not limited to avoidance claims asserted under 11 U.S.C. §§ 544, 547, 548, 549, and 552 and related state law that can or could be asserted against WCF under those provisions of the Bankruptcy Code.

5. **Release of Claims.** WCF acknowledges that, as a result of the audit and the application of the Dividend to any claims or liabilities of the Debtor, that its claims, including the claims stated in its Proof of Claim filed in this case are fully satisfied. WCF will, within a reasonable time, file a withdrawal of its proof of claim.

6. **Unknown Facts.** It is expressly agreed and understood that to the extent stated above, this Agreement releases losses, injuries, damages, and claims of every kind and character the Trustee and the estate have or may have against WCF from the beginning of time to the date of execution of this Agreement, and all persons or entities for whose conduct WCF may be liable, arising from or related to the claims stated in the Recitals above, and arising from or related to the Claims. The Trustee and the estate also acknowledge that they may hereafter discover facts which occurred from the beginning of time to the date of execution of this Agreement, which are different from, or in addition to, those which they now know to be true, or matters which underlay the Claims or the potential claims of the Trustee and the estate's alleged claims, losses or damages, and agree that this Agreement and the releases contained herein be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof. The Trustee and the estate expressly waive the benefit of any statute or rule of law, if any, which might otherwise limit the scope of this Agreement because of unknown matters existing from the beginning of time to the date of execution of this Agreement, whether material or otherwise.

7. **Warranties of the Parties.** The Parties represent and warrant that they each have the right and authority to execute this Agreement and all ancillary documents, that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in the Recitals and elsewhere in this Agreement. All parties executing this Agreement, or documents required by this Agreement, on behalf of any corporation or other legal entity, expressly represent that they possess requisite authority under applicable corporate law, to execute this Agreement and any documents executed in pursuance hereof.

8. **Limitation of Warranties.** Except as expressly set forth in this Agreement, the Parties have not made and make no other representations, warranties, statements, promises thereto, to each other.

9. **Applicable Law and Resolution of Disputes.** This Agreement is entered into in the State of Utah and shall be construed and interpreted in accordance with its laws and statutes. Any disputes relating to this Agreement shall be litigated in the United States Bankruptcy Court for the Western District of Texas.

10. **No Waiver.** No failure of any Party to insist upon the strict performance of any performance, duty, or condition of this Agreement, or to exercise any right or remedy upon the breach thereof, shall constitute a waiver of any breach of this Agreement.

11. **Counterparts and Electronic or Facsimile Signatures.** This Agreement may be signed with any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. Signatures sent by facsimile or email shall become part of this Agreement and shall be deemed original signatures.

12. **Attorney's Fees.** In the event any action or proceeding is brought by any party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its/his/her costs and reasonable attorney's fees, whether such sums are expended with or without suit, at trial, arbitration, or on appeal.

13. **Integration and Entire Agreement.** This Agreement sets forth the entire understanding between and among the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements, term sheets, negotiations and understandings; it shall be binding upon the successors, assigns, heirs, and personal representatives of the Parties, and may not be rescinded, cancelled, terminated, supplemented, amended, or modified in any manner whatsoever without the prior written consent of the Parties.

14. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be unenforceable without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. **Conditions Precedent.** Before this Agreement becomes effective and any Party becomes obligated under it, each Party shall have received Bankruptcy Court approval of this Agreement and fully executed counterparts (whether originals or facsimile or email delivered executed copies) of this Agreement, and any other ancillary documents in accordance with this Agreement.

16. **Ownership of Claims.** Each of the Parties represent and warrant that it/he/she is the sole owner of the claims and actions which are waived, released and/or settled by this Agreement, that there has been no prior assignment or transfer of those claims and actions, and that those claims and actions are not subject to any security interest, lien, or other encumbrance.



17. **Notices.** Any notice or communication given or permitted to be given under this Agreement shall be deemed to have been given three (3) calendar days following deposit of a notice or communication in the United States mail with first class postage prepaid, certified mail return receipt requested, and addressed as follows:

To WCF:

Jeffrey W. Shields  
Jones, Waldo, Holbrook & McDonough, PC  
170 South Main Street, Suite 1500  
Salt Lake City, UT 84101-1644  
[jshields@joneswaldo.com](mailto:jshields@joneswaldo.com)

To The Trustee:

Randolph N. Osherow  
Attorney at Law  
342 W. Woodlawn Ave., Suite 100  
San Antonio, TX 78212  
[rosherow@hotmail.com](mailto:rosherow@hotmail.com)

18. **Construction.** Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this Agreement. All references in this Agreement to the singular shall be deemed to include the plural if the context so requires and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement as of the Effective Date.

WCF MUTUAL INSURANCE COMPANY

BY: \_\_\_\_\_  
HANS SCHEFFLER, Assistant General  
Counsel

\_\_\_\_\_  
RANDOLPH OSHEROW, Chapter 7 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

**IN RE:**

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**AAF PLAYERS, LLC;**

**AAF PROPERTIES, LLC;**

**EBERSOL SPORTS MEDIA GROUP, INC.;**

**LFE 2, LLC;**

**WE ARE REALTIME, LLC**

## DEBTORS

=====

## CHAPTER 7

**CASE NO. 19-50900-CAG**

**CASE NO. 19-50902-CAG**

**CASE NO. 19-50903-CAG**

**CASE NO. 19-50904-CAG**

**CASE NO. 19-50905-CAG**

**CASE NO. 19-50906-CAG**

**(SUBSTANTIVE CONSOLIDATION OF ALL 6  
CASES, INTO ONE CASE, LEGENDARY FIELD  
EXHIBITIONS, LLC, CASE NO. 19-50900-CAG)  
SUBSTANTIVELY ADMINISTERED UNDER  
CASE NO. 19-50900-CAG**

## CERTIFICATE OF MAILING

The undersigned hereby certifies that a true and correct copy of the Trustee's Motion to Allow Trustee to Execute Release Agreement with WCF Mutual Insurance Company, was served upon the following parties in interest by first class US Postal Service Mail, this 13 day of November, 2019:

Legendary Fields Ex.  
 4525 Macro  
 San Antonio, TX 78218

Jeffrey W. Shields  
Attorney at Law  
170 S Main Street, Suite 1500  
Salt Lake City, UT 84101-1644  
Counsel for WCF Mutual Insurance Company

U.S. Trustee  
PO Box 1539  
San Antonio, TX 78295

William A. (Trey) Wood, III  
Bracewell LLP  
711 Louisiana Suite 2300  
Houston, TX 77002  
Attorney for Debtor Company  
**Counsel for Debtor(s)**

SEE ATTACHED MAILING MATRIX FOR LIST OF PARTIES SERVED WITH NOTICE.

/s/ Randolph N. Osherow  
RANDOLPH N. OSHEROW, Chapter 7 Trustee  
Texas State Bar No. 15335500  
342 West Woodlawn, Suite 100  
San Antonio, Texas 78212  
(210) 738-3001 - Telephone  
(210) 737-6312 - Telefax  
rosherow@hotmail.com

A Bounce Above  
13745 Lyall Pl  
Lakeside, CA 92040-4823

AAF-ARIZONA HOTSHOTS  
Park Place Printing, Inc.  
535 W Baseline Rd., Ste 104  
Mesa, AZ 85210

AARON C SMITH  
LOCKE LORD LLP  
111 SOUTH WACKER DRIVE  
CHICAGO, IL 60606

Aflanny Inc.  
P.O. Box 233  
Rancho Santa Fe, CA 92067-0233

AIRZONA BOARD OF REGENTS  
ARIZONA STATE UNIV  
C/O ROBERT CHARLES JR.  
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TUCSON, AZ 85701

ALAN J SNYDER  
3315 Falling Creek  
San Antonio, TX 78259

Ali, Salene  
110 Sunnyland Dr  
San Antonio, TX 78228-2915

ALPHA ENTERTAINMENT, LLC  
c/oARTOUSH VARSHOSAZ  
K&L GATES, LLP  
1717 MAIN STREET, #2800  
DALLAS, TX 75201

ANGELA CATES  
27022 Foggy Meadows Street  
San Antonio, TX 78260

Annotti, Mark  
2170 FAIRMONT CIRCLE  
ORLANDO, FL 32837-6789

ANTHONY HURST  
4716 Valdina Way  
San Diego, CA 92124-2433

APRIL SCHULZE  
10627 Larch Grove St.  
Helotes, TX78023

Aramark Sports and Entertainment Services, L  
C/O DUANE MORRIS LLP  
JARRET P HITCHINGS  
222 DELAWARE AVE SUITE 1600  
WILMINGTON, DE 19801  
Philadelphia, PA 19103-3041

Arizona Department of Revenue  
2005 N Central Ave, Suite 100  
Phoenix, AZ 85004-1546

ATLANTA JOURNAL CONSTITUTION  
c/o Szabo Assoc. Inc.  
3355 Lenos Rd NE Suite 945  
Atlanta, GA 30326

AY Productions LLC  
1334 Park View Avenue #250  
Manhattan Beach, CA 90266-3751

Beddingfield, Blake  
828 Woodburn Dr.,  
Brentwood, TN 37027-8748

Big Fogg, Inc.  
42095 Zero Dr. Unit A2  
Temecula, CA 92590-3747

Big Ticket Inc. (Rich Waltz)  
820 5th Ave. NW  
Issaquah, WA 98027-2816

BLUE CROSS OF CALIFORNIA  
dba ANTHEM BLUE  
ERIC S GOLDSTEIN, ES  
SHIPMAN & GOODWIN, LLP  
ONE CONSTITUTION PLAZA  
HARTFORD, CT 06103-1919

bluemedia  
Gallaghers & Kennedy  
Joe Cotterman  
2575 E Camelback Rd Suite 1100  
Phoeniz, AZ 85016

BPM Concerts, LLC dba Ballpark Music  
1045 Crossvine Rd.  
Roswell, GA 30075-3886

Broadway Media, LLC dba KXRK, KEGA, KYMV.  
KUUU, KUDD, KALL, KOVO  
50 West Broadway #200  
Salt Lake City, UT 84101-2024

Buck's Bags Inc.  
2401 West Main St.  
Boise, ID 83702-4845

BYRON JONES  
113 MOSELEY AVE  
EATONVILLE, FL 32751

CaliVenture Party Rentals  
5562 Las Alturas Terrace  
San Diego, CA 92114-5316

Callaway, Rob  
12644 Brite Ranch  
San Antonio, TX 78245-3218

Campbell Clinic Orthopedics  
1400 South Germantown Road  
Germantown, TN 38138-2205

Carroll, William  
1285 Burgundy Court  
Oviedo, FL 32766-6686

CBT CREATIVE BROADCASTIN TECHNIQUES  
15 Charles Place  
Closter, NJ 07624

CENTURY LINK COMMUNICATIONS, LLC  
1025 El Dorado Blvd., Bankruptcy Legal  
Broomfield, CO 80021

CHRIS MUFFOLETO  
2781 Wassum Trail  
Chuluota, FL 32766

Classic Traditions, Inc.  
4 Baltusrol Ct.  
Shoal Creek, AL 35242-5903

Cliff Kleen Athletic  
4480 Varsity Dr  
Ann Arbor, MI 48108-5007

CLYDE SNOW & SESSIONS PC  
201 SOUTH MAIN STREET SUITE 1300  
SALT LAKE CITY, UT 84111

CMAXIII Entertainment/ Charles Sloan Jr.  
24245 Wildemess Oak Apt #3310  
San Antonio, TX 78258-7861

Colsell, Rick  
3128 Guillitoy Ave  
San Diego, CA 92117-2540

COMMONWEALTH OF PENNSYLVANIA  
Attn: Deb Secrest/Labor/Ind Dept  
Collections Support Unit  
651 Boas Street, Rm 925  
Harrisburg, PA 17121

Contemporary Services Corporation - CSC  
17101 Superior St.  
Northridge, CA 91325-1961

Coronado, Roberto  
8034 Myrtle Glade  
Converse, TX 78109-3275

Cortez Liquid Waste Services  
19540 S US Highway 281  
San Antonio TX 78221-9729

Cottrell, Theodore  
4580 Regency Trace,  
Atlanta, GA 30331-6832

Cox Media LLC San diego dba Cox Media - West  
P.O Box 50456  
Los Angeles, CA 90074-0456

COX MEDIA SAN DIEGO  
c/o Szabo Associates, Inc.  
3355 Lenox Rd NE Suite 945  
Atlanta, GA 30326

CYNTHIA FRELUND  
c/o AARON C SMITH  
& STEPHEN J HUMENIUK  
LOCKE LORD LLP  
111 S WACKER DR  
CHICAGO, IL 60606

DANIEL K WARD  
8431 Cheyenne Pass  
San Antonio, TX 78254

DANNY RHINEHART  
11476 Willow  
Windermere, FL 34786

Datatix Systems dba Smith'sTix  
335 West Bugatti Drive  
Salt Lake City, UT 84115-2521

David S Pottruck Revocable Trust  
201 Spear St, Ste 1750  
San Francisco, CA 94105-1699

Davis, Chrystal  
1017 Margot Ln  
Lake Wales, FL 33853-2732

Decker, Shawn  
17525 Silver Creek Ct  
Clermont, FL 34714-5825

DENISE DELOACH  
13214 Vista del Mundo  
San Antonio, TX 78216

DONNA WINFREY  
2980 Cordie Lee Lane  
Germantown, TN 38138-8184

Down In Front Productions, LLC  
1318 Alford Ave, Suite 201  
Hoover, AL 35226-3161

Downey, Carolyn  
7450 Olivetas Avenue  
Apartment 40  
La Jolla, CA 92037-4924

Dr. Jill's Foot Pads, Inc.  
384 S Military Trail  
Deerfield Beach, FL 33442-3007

ED MCCLURE  
1610 CR 323  
Jourdan, TX 78026

EDWARD LEPP DBA LEPPSDESIGN, LLC  
320 NORTH SHADOWWOOD DRIVE  
ST. AUGUSTINE, FL 32086

EM Printing, LLC  
3081 Bartlett Corporate Dr.  
Bartlett, TN 38133-8943

Embassy Suites by Hilton South Jordan  
Salt Lake City  
10333 South Jordan Gateway  
South Jordan, UT 84095-3954

Embassy Suites San Antonio Riverwalk Downtow  
125 East Houston St.  
San Antonio, TX 78205-2247

EMILY MORGAN, LLC  
705 EAST HOUSTON STREET  
SAN ANTONIO, TX 78205

ENTERPRISE NEWS GROUP  
825 N 300 WEST  
SUITE NE 220  
SALT LAKE CITY, UT 84103

Estrada, Letty  
535 W Olmos Dr  
San Antonio, TX 78212-1862

Evangelist, John  
2669 Eltinge Drive  
Alpine, CA 91901-2240

F&F Productions  
14333 Myerlake Circle  
Clearwater, FL 33760-2839

Fidelis Bookkeeping And Payroll Services  
812 N Pacific St  
Unit C  
Oceanside, CA 92054-1967

Fikes, Bruce  
113 W Huff Ave  
San Antonio, TX 78214-2129

Fisher, Jason Zone  
128 South Kikea Drive  
Los Angeles, CA 90048-3526

Five Marketing & Management LLC  
925 B Street #603  
San Diego, CA 92101-4628

Florida Medical Distributors, LLC  
123 Barrier Isle Drive  
Ormond beach, FL 32176-2243

Flying V Group  
2051 Placentia Ave.  
Costa Mesa, CA 92627-3405

Foot Management, Inc.  
7201 Friendship Rd.  
Pittsville, MD 21850-2039

Ford, Steve  
3275 Madison Ave  
San Diego, CA 92116-4450

FRANCHISE TAX BOARD BANKRUPTCY SECTION  
MS A340  
PO BOX 2952  
SACRAMENTO, CA 95812-2952

Franklin, Donna  
6050 Brunswick Rd.  
Lakeland, TN 38002-6945

FRESH CONCEPTS LLC  
49 Research Drive  
Milford, CT 06460

Gage, Christina  
13021 Shenandoah Dr.  
Lakeside, CA 92040-3333

GARY HORTENSTINE  
1353 Old Virginia Ct.  
Marietta, GA 30067

Gelvin, Eric  
4354 E Sandia St.  
Phoenix, AZ 85044

Georgia State University Athletics /  
Georgia State University Stadium  
755 Hank Aaron Dr.  
Atlanta, GA 30315-1120

Georgia State University dba GSU Panther Di  
55 Gilmer Street Room 318  
Atlanta, GA 30303

Glick, Rush  
1651 Vann Court  
El Cajon, CA 92020-2236

Goddard, John  
1833 Wind Willow Road  
Belle Isle, FL 32809-6859

Green, Nicholas  
18626 Creekside Pass  
San Antonio, TX 78259-3306

GREY SEAL PUPPETS  
PO BOX 12  
MC CLELLANVILLE, SC 29458

Hamilton, Michael  
2349 N. Atwood Circle  
Mesa, AZ 85207-2490

Hands on Atlanta  
C/O KILPATRICK TOWNSEND & STOCKTON LLP  
1100 PEACHTREE STREET NE SUITE 2800  
ATLANTA, GA 30309

HEATHER J PANKO  
STUTZMAN BROMBERT ESSERMAN & PLIFKA  
2323 BRYAN ST SUITE 2200  
DALLAS, TX 75201

Hernandez, Jose  
1681 san altos  
Lemon Grove, CA 91945-3929

High Rise Audio  
6783 S 2300 E  
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Hyatt Regency Riverwalk San Antonio  
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ICM Partners - Terrell Davis  
10250 Constellation Blvd. 31st floor  
Los Angeles, CA 90067-6231

iHeartMedia Ent. Inc.  
c/oHerzlich & Blum, LLP  
15760 Ventura Boulevard  
Suite 700  
Encino, CA 91436

JACK DONALD SIDES II  
5621 BUTTERCUP LANE  
MCKINNEY, TX 75070

JACK KNIGHT ELECTRICAL  
11625 RAINBOW RIDGE  
HELOTES, TX 78023

JAMES PATRICK GLEASON  
1237 Union Club Drive  
Winter Garden, FL 34787

Jeff Knight Electrical  
11625 Rainbow Ridge  
Helotes, TX 78023-4406

JENNIFER L WHITMORE  
6022 Spring Time  
San Antonio, TX 78249

JENNIFER MONN  
3597 Gatlin Place Circle  
Orlando, FL 32812

Joe Bosack  
1661 Oak Road  
Pottsville, PA 17901-3209

JOHN R RICHARDSON  
13100 Hissen Ridge Ln  
Clermonth, Fl 34715

JOHN ROUNDTREE  
9188 Mudville Rd.  
Millington, TN 38053

JONATHAN HODGINS  
1334 Baur Boulevard  
St. Louis, MO 63132

JONATHAN HOWELL  
(PAVILION MANAGEMENT CO.)  
GLAST PHILLIPS & MURRAY, PC  
14801 QUORUM DRIVE, STE 500  
DALLAS, TX 75254

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Suite 307  
Phoenix, AZ 85040-8800

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ATLANTA, GA 30326

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ATLANTA, GA 30326

Knuckey, Thomas  
310 W Hornbeam Dr  
longwood, FL 32779-2533

Kohlhausen, Susan  
5918 Tivoli Gardens Blvd  
Orlando, FL 32829-7704

KPNX TELEVISION  
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3355 LENOX RD NE SUITE 945  
ATLANTA, GA 30326

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ATLANTA, GA 30326

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LAMAR  
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Lamar Advertising  
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RAYMOND URBANIK  
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SUITE 1400  
DALLAS, TX 75201

LATHROP GAGE  
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ST LOUIS, MO 63105

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Leawood, KS 66224-3591

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11317 VIA PLAYA DE CORTES  
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Lopez, Jake  
8922 Summer Trail  
San Antonio, TX 78250-2613

Mabry, Ashaad  
21302 Encino Commons #9204  
San Antonio, TX 78259

MacDonald, Kelly  
1923 San Jose Ave,  
San Francisco, CA 94112-2406

Major Promotions  
3517 Spring Valley Court  
Mountain Brook, AL 35223-1467

MANUEL RAMIREZ  
22702 Sabine Summit  
San Antonio, TX 78258

Markey, John & Teresa  
5508 Redland Dr  
San Diego, CA 92115-2215

Marriott Hotel Services Inc DBA Scottsdale  
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12740 Hillcrest Rd #240  
Dallas, TX 75230

MARRIOTT INTERNATIONAL INC.  
John C. Josefsberg  
12740 Hillcrest Rd suite 240  
Dallas, TX 75230

Mason, Thomas  
7777 Glen American Apt 349,  
Dallas, TX 75225-1840

Masque Sound & Recording DBA Professional  
Wireless Systems  
21 E Union Ave  
East Rutherford, NJ 07073-2127

Matthies, Mason  
PO Box 732  
Rancho Santa Fe, CA 92067-0732

Maywald, John  
39 Walnut Grove Road  
Boerne, TX 78006-6222

McLain, Nick  
3753 e fairfield st  
mesa, AZ 85205-4969

Media2, Inc. dba m2  
1 Bridge St.  
Suite 215  
Irvington, NY 10533-1629

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5700 LAS POSITAS RD.  
LIVERMORE, CA 94550

Morris, Colin  
152 NE 167 Street  
Suite 403  
Miami, FL 33162-3400

Moxley, Trae J.  
PO Box 1252,  
Carbondale, CO 81623-1252

Muirbrook, Richard  
2433 Hansen Meadows Drive,  
Syracuse, UT 84075-9368

Murray, Aaron  
C/O ELEMENT SPORTS  
3180 NORTH POINT PKWY SUITE 106  
ALPHARETTA, GA 30005

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Relocation Center  
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NBCUNIVERSAL MEDIA LLC  
30 Rockefeller Plaza(1221 Campus)  
New York, NY 10112

NEP II, Inc dba NEP Supershooters, LP  
c/o Paul Mazeski, Esq.  
301 Grant Street, 20th Floor  
Pittsburgh, PA 15219

nerdmatics  
8149 Santa Monica Blvd  
#404  
West Hollywood, CA 90046-4912

NICOLAS LARIOS  
206 Cork Way  
Davenport, FL 33897

North Carolina Department of Revenue  
BANKRUPTCY UNIT  
PO BOX 1168  
Raleigh, NC 27602-1168

OFFICE DEPOT  
6600 N MILITARY TRAIL, S416N  
BOCA RATON, FL 33496

Offier, Lori  
31459 Sonoma Lane  
Temecula, CA 92591-2116

Outdoor America Images, Inc. OAI  
4545 W Hillsborough Ave  
Tampa, FL 33614-5441

PATRICK A. HARRINGTON  
PO Box 1019  
Vidor, TX 77670-1019

PATRICK H AUTRY  
(DUNDON CAPITAL PARTERS &  
THOMAS G DUNDON)  
BRANSCOMB PC  
(DUNDON CAPITAL PARTNERS)  
8023 VANTAGE DRIVE, SUITE 560

Paul M Halsey dba Admiral Video, LLC  
503 E. Erie St. Suite B  
Lancaster, NY 14086-9506

Pavilion Management Company dba Hilton Phoen  
Mesa Hotel  
1011 W Holmes Avenue  
Mesa, AZ 85210-4923

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4770 S 5600 W  
West Valley City, UT 84118-7400

PCS Production Company, LP  
1551 Corporate Drive  
Suite 125  
Irving, TX 75038-2450

Polian Consulting  
C/O IRVING WALKER  
COLE SCHOTZ PC  
300 LOMBARD ST #1450  
BELTIMORE, MD 21202

PORTER HEDGES LLP  
AARON J POWER  
1000 MAIN STREET 36TH FL  
HOUSTON, TX 77002

PRISMIC IO, Inc.  
185 Alewife Brook Parkway, Suite 210  
Cambridge, MA 02138-1104

Prospect Productions LLC dba Barnicle  
175 Varick St. 2nd floor  
New York, NY 10014-5856

Reed, Michael  
16165 Cayenne Ridge Rd  
San Diego, CA 92127-3707

RENEE STOUT  
2630 Fallbrook Dr.  
Oviedo, FL 32765

Residence Inn by Marriott Orlando Downtown  
680 N Orange Ave  
Orlando, FL 32801-1374

Rheinbold, Jim  
10437 La Morada Dr  
San Diego, CA 92124-1011

RHINO ARIZONA, LLC  
125 W Julie Dr.  
Tempe, AZ 85283

ROBERT ZEARFOSS  
2548 Rio Cordillera  
San Antonio, TX 78006

Royal Restrooms Mountain West, LLC  
563 N Colorado St  
Salt Lake City, UT 84116-2505

RUSSELL W MILLS  
BELL NUNNALLY & MARTIN LLP  
2323 ROSS AVE SUITE 1900  
DALLAS, TX 75201

RUSSELL W. MILLS  
(DUNDON CAPITAL PARTNERS  
& THOMAS G DUNDON)  
Bell Nunnally & Martin LLP  
2323 Ross Avenue, Suite 1900  
Dallas, TX 75201

Russell, John  
3642 Terrace Place  
Carlsbad, CA 92010-6593

RUTHER PALMER  
1827 Schley Ave.  
San Antonio, TX 78210

SAFC Management  
One AT&T Parkway  
San Antonio, TX 78219

Safety Services, Inc. dba U.S. Safety Servic  
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SAMANTHA EVANS  
539 Parkmont Ct  
San Antonio, TX 78258

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20 West Galer Street  
Seattle, WA 98119

SECURITY INDUSTRY SPECIALISTS, INC.  
C/O WAYNE R TERRY  
15910 VENTURA BOULEVARD 12TH FL  
ENCINO, CA 91436

Shapins, William  
13119 Lakeshore Grove Drive  
Winter Garden, FL 34787-5459

Shavers, Brenda S  
574 Terry Street Southeast  
Atlanta, GA 30312-2838

SHOCK DOCTOR INC.  
11488 SLATER AVE  
FOUNTAIN VALLEY, CA 92708-5440

Signal Wiz - Technical Services  
6822 Fisk Avenue  
San Diego, CA 92122-2437

Silverman Group  
436 Orange Street  
New Haven, CT 06511-6402

Simplified Coach, Inc.  
14051 Saratoga-Sunnyvale Rd.  
Saratoga, CA 95070-5834

Skousen, Lindsay  
459 Virginia Dr  
Winter Park, FL 32789-5806

Smith, Charles  
4233 Avacado Blvd  
La Mesa, CA 91941-7125

Sneaky Big Studios, LLC  
15750 N. Northsight Blvd.  
Scottsdale, AZ 85260-1936

Sodexo  
c/o Thomas Stanton, Ass Gen Counsel  
9801 Washingtonian Blvd 12th Fl  
Gaithersburg, MD 20878

SPECTRUM REACH/CHARTER  
PO BOX 936671  
ATLANTA, GA 31193-6671

STACIE JOHNSON  
3039 Chavez Ave  
Clermont, FL 34715

Stallard, Diane  
1503 South Silverstone Court  
Orange City, FL 32763-6256

STATE OF ALABAMA  
DEPT OF REVENUE  
PO BOX 320001  
MONTGOMERY, AL 36132-0001

STEPHEN J HUMENIUK  
LOCKE LORD LLP  
600 CONGRESS AVE SUITE 2200  
AUSTIN, TX 78701

STEVE MARIUCCI  
c/o Arnie Herz  
14 Vanderventer Ave, suite 255  
Port Washington, NY 11050

STEVEN SHAFER  
1290 Rip-Jay Circle  
Canyon Lake, TX 78133

Stieg, Frank  
215 Salvador Square  
Winter Park, FL 32789-5618

Tarasewich, Thomas  
3647 All American Blvd  
Orlando, FL 32810-4726

Tastinger, Anthony  
14867 Hawksmoor Run Circle  
Orlando, FL 32828-7510

TEAMWORKS INNOVATIONS, INC.  
122 E Parrish Street  
Durham, NC 27701

Temple, Nicholas  
6166 TREE FOX PL  
Indianapolis, IN 46237

THE MONTAG GROUP, LLC  
14 Vanderventer Ave Suite 255  
Port Washington, NY 11050

THEODORE J COTTRELL  
4580 REGENCY TRACE SW  
ATLANTA, GA 30331

THREE SISTERS PARTNERSHIP  
c/op Russell Savory  
Beard & Savory  
119 S main St Suite 500  
Memphis, TN 38103

TIMOTHY GRANT  
867 S Grant St.  
Longwood, FL 32750-5507

TNT Game Truck, LLC  
26788 Rhapsody Ct.  
Menifee, LA 92584-2714

Tompkins, John  
4703 Camberley Ct.  
San Diego, CA 92154-8407

TREY BATES  
215 N Center  
#310  
San Antonio, TX 78202

TRI-C Club Supply Inc.  
32615 Park Lane St.  
Garden City, MI 48135-1528

TRT DEVELOPMENT COMAPNY-SAN ANTONIO  
C/O WICK PHILLIPS ATTN: JASON RUDD  
3131 MCKINNEY AVE., SUITE 100  
DALLAS, TX 75204

TRT DEVELOPMENT COMPANY  
Omni SA Hotel  
c/o Kristen A Miller Reinsch  
4001 Maple Ave, Suite 600  
Dallas, TX 75219

UTAH MEDIA GROUP  
4770 S 5600 W  
WEST VALLEY CITY, UT 84118

Varner, Nicole  
221 Crumley Street SW  
Atlanta, GA 30312-2609

Vaughn, Nia  
405 Pleasant Hill Road 30047-2980

VITAC Corporation  
8300 E Maplewood Ave Suite 310  
Greenwood Village, CO 80111-4851

Wadley, Jim  
786 West Solana Circle  
Solana Beach, CA 92075-2358

WALTER JOHN ELLIS DBA SPORTS & BROA-  
CAST SERVICE, 12101 E Mountain View Rd.  
Scottsdale, AZ 85259

War Machine Inc dba TSHIRTGUN.COM  
3429-B Rutherford Rd EXT  
Taylors, SC 29687-2133

Ward, Thomas  
612 Angelica Circle,  
Cary, NC 27518-8727

Watson, Kenneth  
3503 Tree Crossing Parkway,  
Birmingham, AL 35244-4095

WAYNE TERRY  
HEMAR ROUSSO & HEALD  
15910 VENTURA BOULEVARD, 12TH FL  
ENCINO, CA 91436

WCF Mutual Insurance  
c/o Law Offices of William B King, PC  
3511 Broadway  
San Antonio, TX 78209

Weber, Jake  
1120 Ecology Loop  
Eads, TN 38028-3416

WEIL GOTSHAL & MANGES LLP  
YEHUDAH BUCHWEITZ & GARRETT FAIL  
(CBS)  
767 FIFTH AVE  
NEW YORK, NY 10153

WEIL GOTSHAL & MANGES LLP  
ALFREDO PEREZ  
700 LOUISIANA ST SUITE 1700  
HOUSTON, TX 77002

Wellman, Dale  
2692 Indigo Drive  
El Cajon, CA 92019-3869

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ASSOCIATES INC  
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WILFORD COLEMAN, JR.  
2121 PIONEER PASS  
SEGUIN, TX 78155

WILLIAM ENGSTRAND  
1505 S SILVERSTONE CT.  
ORANGE CITY, FL 32763

WILLIAM J NEULS  
4910 Hershey Dr  
San Antonio, Tx 78220

WILLIAM MICHAEL MURRAY  
4019 Conway Place Circle  
Orlando, FL 32812

WILLIAM ROBERTS  
413 Four Seasons Ave  
mascotte, FL 34753

Wilson, Joy  
15330 75 Avenue N.  
Palm Beach Gardens, FL 33418-1901

Wolff, Steve  
2131 Palomar Airport Road Ste. 330  
Carlsbad, CA 92011-1466

WRSV RADIO  
C/O SZABO ASSOC INC  
3355 LENOX RD NE, SUITE 945  
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